

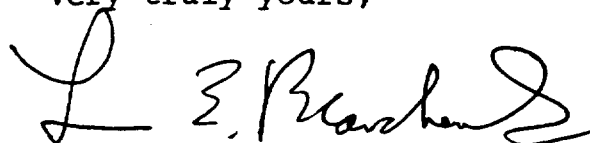
Burmah Oil Incorporated,  
1185 Avenue of the Americas,  
New York,  
New York 10036.

Gentlemen:

This will confirm our agreement to substitute Ethyl Corporation for Burmah Oil Incorporated (BOI) as Guarantor under the Guarantee Agreement dated May 23rd, 1974 in favour of Monsanto Company, Amax Zinc Company, Inc., and Cerro Corporation, by which substitution Ethyl will assume any and all obligations of BOI under such Guarantee Agreement. Ethyl agrees to co-operate in obtaining the release of Burmah from any and all obligations under said Guarantee Agreement by the other parties to the Guarantee Agreement and agrees to indemnify and hold Burmah harmless from any liability under such Guarantee Agreement.

This letter Agreement may be executed in counterpart.

Very truly yours,

  
Ethyl Corporation.

SUBSTITUTION AGREEMENT

WHEREAS, by a Guarantee Agreement attached hereto dated May 23, 1974, Burmah Oil Incorporated (hereinafter Burmah), a Delaware corporation, guaranteed to Monsanto Company, Amax Zinc Company, Inc. and Cerro Corporation (hereinafter the Corporations), performance by Edwin Cooper, Inc. of its obligations under a written agreement dated December 27 and 28, 1973 to pay charges to the Village of Sauget as determined under the provisions of Sections 7 and 20 of said agreement subject to the conditions stated therein, and

WHEREAS, the stock of Edwin Cooper, Inc., is being transferred from Burmah to Ethyl Corporation (hereinafter Ethyl), and Burmah desires to be released from the obligations of that Guarantee Agreement, and Ethyl is willing to assume those obligations, and a novation is needed, the parties hereto agree as follows:

1. The undersigned Corporations hereby consent to the substitution of Ethyl for Burmah in the aforesaid Guarantee Agreement, by which substitution Ethyl assumes any and all obligations of Burmah pursuant to that Agreement.

2. On receipt of an assumption of the aforesaid Guarantee Agreement by Ethyl Corporation, in form and substance satisfactory to the undersigned Corporations, they will release Burmah from any and all obligations under that Guarantee Agreement, and the undersigned Corporations agree to furnish to Burmah such evidence of due authority as may be reasonably requested.

3. In consideration of the foregoing Burmah agrees to

obtain from Ethyl an appropriate assumption of the obligations of Burmah under the Guarantee Agreement, and Ethyl agrees to assume those obligations.

4. This Substitution Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties has signed one or more of such counterparts.

(Corporate seal)  
ATTEST:

[Signature]  
Asst. Secretary

(Corporate seal)  
ATTEST:

[Signature]  
Assistant Secretary

(Corporate seal)  
ATTEST:

[Signature]  
Secretary

(Corporate seal)  
ATTEST:

[Signature]  
Secretary

(Corporate seal)  
ATTEST:

[Signature]  
Assistant Secretary

BURMAH OIL INCORPORATED

BY: [Signature]  
[Signature]  
Title

MONSANTO COMPANY

BY: [Signature]  
Executive Vice President  
Title

AMAX ZINC COMPANY, INC.

BY: [Signature]  
Edward S. Miller  
Vice President & Treasurer  
Title

CERRO CORPORATION

BY: [Signature]  
Vice President  
Title

ETHYL CORPORATION

BY: [Signature]  
Vice President  
Title

## GUARANTEE AGREEMENT

This Guarantee Agreement, dated as of May 23, 1974, by Burmah Oil Incorporated, a corporation organized and existing under the laws of Delaware (hereinafter the Guarantor),

### WITNESSETH THAT:

WHEREAS, Edwin Cooper, Inc., a Delaware corporation has by written agreement dated December 27 and 28, 1973, entered into contract with Village of Sauget, Sauget, Illinois (hereinafter "Village"); Monsanto Company ("Monsanto"); Amax Zinc Company, Inc. ("Amax"); Cerro Corporation ("Cerro") and Village of Sauget Sanitary Development & Research Association, relating to the financing of the construction of certain sewage treatment facilities, and

WHEREAS, said Agreement requires Edwin Cooper, Inc., to pay charges to the Village as determined under the provisions of Sections 7 and 20 of said Agreement, and

WHEREAS, Monsanto, Amax, and Cerro require, as an inducement and prerequisite to executing and implementing said Agreement, that the Guarantor deliver this Guarantee Agreement, and

WHEREAS, the Guarantor, for good and valuable consideration, desires that the aforesaid Agreement be implemented and is willing to deliver this Guarantee Agreement as an inducement thereto,

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the undersigned hereby guarantees to Monsanto, Cerro, and Amax the performance by Edwin Cooper, Inc. of its aforesaid obligation to pay charges to the Village as determined under the provisions of Sections 7 and 20 of said Agreement, upon the following express conditions:

1. This guarantee applies only to obligations of Edwin Cooper, Inc., relating to the \$7,870,000.00 in Revenue Bonds to be issued by the Village, pursuant to said Agreement, and does not apply to any obligations relating to any other bonds which may be issued pursuant to Section 28 of said Agreement.

2. This guarantee shall be in full force and effect from May 1, 1974, to December 31, 1993, inclusive.

3. Regardless of the number of years that this guarantee is in force, the obligation hereby guaranteed shall not exceed the obligation of Edwin Cooper, Inc. as then determined under the provisions of said Agreement.

This Guarantee Agreement shall be a continuing, absolute and unconditional guarantee (except for the express conditions set forth above), and shall remain in full force and effect until the aforesaid obligation of Edwin Cooper, Inc., shall have been fully and satisfactorily discharged or otherwise released, irrespective of the genuineness, validity, regularity or enforceability of the aforesaid written agreement, or the bankruptcy, insolvency, reorganization or dissolution of the Village or Edwin Cooper, Inc., or the assignment for benefit of creditors by the Village or Edwin Cooper, Inc.

IN WITNESS WHEREOF, Burmah Oil Incorporated, has caused its corporate name to be subscribed hereto and its corporate seal to be hereto affixed and attested by its duly authorized officers, all on the day and year first above written.

BURMAH OIL INCORPORATED

By

*J. H. Kane*  
*Vice President Finance*  
Title

(Corporate Seal)

ATTEST:

*George H. H. H. H.*  
Secretary